November 12, 2013 District's Counter Proposal (12:55 p.m.)

CSEA's Counter Proposal to District's Proposal Submitted November 12, 2013 (12:45 p.m.)

ARTICLE V HOURS/WORKING CONDITIONS

5.1 Workweek/Hours

Remains as currently written.

5.6 <u>Special Education Summer School (Extended Year)</u>

5.6.1 *The Special Day Class* Para-educator, who is currently working with the Special Education teacher accepting the summer school extended year position has priority in the extended year assignment.

5.6.2 Should the Special Education teacher's Para-educator decline, the opening will be offered on a seniority basis in the following order:

- #1 *Special Day Class* Para-educator, *Resource Para-educator*, Itinerant Independence Facilitator and Specialized Health Care
- #2 Open

ARTICLE VI VACATION

6.2 Vacation Accumulation

6.2.1 Remains as currently written

6.4 Full-Time Employees

6.4.2 A full-time (12) twelve-month employee will be paid for any unused vacation days no later than July 31st, unless the employee informs the District on or before April 30th that he or she elects to carry over their unused vacation days not to exceed one year's allowance. who does not utilize all vacation days earned within the year shall have the right to carry-over into the next fiscal year a maximum of one year of vacation days. Accrued vacation will not be computed into an employee's annual salary.

6.5 Part-Time Employee

- 6.5.1 Remains as written.
- 6.5.2 Upon request, and with the approval of the Superintendent, or designee, a less than full-time employees (12) twelve-month employee, shall have the right to may carry-over into the next fiscal year, a maximum of one year of vacation time.

ARTICLE VIII LEAVES

8.4 Personal Necessity

8.4.1 Association members shall be granted up to a total of nine (9) days of personal necessity leave *of which* (5) *days are discretionary days*, to be deducted from accrued sick leave days, during each year of employment. Such leave will not be cumulative and will be deducted from the Association member's sick leave. (Effective one month after signed agreement *and* to commence on the first day of the *succeeding* such month)

8.4.2.2 Remains as currently written

8.4.2.3 Personal Leave (Discretionary Days): Five (5) days of the nine total days may be used by the unit member for personal leave, for personal matters other than those listed in Article 8.4.2.2. The unit member shall secure prior approval from his/her supervisor of such personal leave no later than the day before the leave. If more than one unit member per work location per day requests personal leave, it may not be granted if it causes undue hardship for the site or department.

- 8.7 Bereavement Leave
 - 8.7.1 **Remains as currently written**
 - 8.7.2 **Remains as currently written**

ARTICLE XI EVALUATIONS

11.1 The probationary period for classified employees shall be six (6) months. *The probationary employee must work at least one day in a month for that month to be counted towards the six (6) month probationary period.* The District shall evaluate probationary employees at three (3) months and at six (6) months. The probationary period for classified personnel who do not work a twelve month work year shall be suspended through the summer break only and shall restart on the first day of their scheduled work calendar year until the six (6) month period has been completed.

ARTICLE XV HEALTH BENEFITS

15.1 <u>District Contribution</u>

The District shall contribute to medical benefits up to a negotiated CAP for employees. Coverage plan amounts will be prorated according to the amount of hours worked. The current health benefit level for full-time employees is provided for in Appendix "A" Salary and Health Benefit Schedule, attached to, and incorporated into, this Agreement.

- (a) Kaiser health coverage is offered on a 3-tiered rate structure.
- (b) Blue Cross health coverage is offered on a 3-tiered rate structure, Preferred Provider Plan.
- (c) PacifiCare health coverage is offered on a 3-tiered rate structure.

15.5 Work for Benefits for Early Retirees - Remains as written

ARTICLE XVI SALARY

16.3 Anniversary Date – Hire Date

16.3.4 For purposes of salary schedule placement, probationary employees hired between July 1, *2013* 2005 and the last day of *November 2013* February 2006 and between July 1 and *November* February of any subsequent years shall be considered to have worked a full year and will be moved to the next higher step on the salary schedule for the next succeeding year effective July 1.

16.3.5 Any probationary employee hired on or after *December 1, 2013* March 1, 2005 and between *December 1st* March 1 and June 30th of any subsequent year shall remain at the same step on the salary schedule during the entire next succeeding year.

COMPENSATION AND BENEFITS

2013-20145.25% on Salary ScheduleTotal Compensation5.25%